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County of Los Angeles and  
7 Deputy Larry Parks

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 JEFFREY PAUL,  
12 Plaintiff,

13 vs.

14 LOS ANGELES COUNTY,  
15 DEPUTY LARRY PARKS, AND  
DOE DEPUTIES 1-10,  
16 Defendants.  
17

Case No. 2:25-cv-00008-WLH-E  
Honorable Wesley L. Hsu

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: January 2, 2025

18  
19 1. A. PURPOSES AND LIMITATIONS.

20 Discovery in this action is likely to involve production of confidential,  
21 proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation may  
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court  
24 to enter the following Stipulated Protective Order. The parties acknowledge that  
25 this Order does not confer blanket protections on all disclosures or responses to  
26 discovery and that the protection it affords from public disclosure and use extends  
27 only to the limited information or items that are entitled to confidential treatment  
28 under the applicable legal principles.



1           B.     GOOD CAUSE STATEMENT.

2           This lawsuit arises from an alleged unlawful seizure and use of force  
3 incident which occurred in a City of Duarte Public Safety Office (the, “Office”)  
4 on June 28, 2024. Plaintiff Jeffrey Paul (“Plaintiff”) alleges that Los Angeles  
5 County Sheriff’s Department (“LASD”) Deputy Larry Parks illegally seized the  
6 Plaintiff and used excessive force in his efforts to detain him (hereinafter, “the  
7 Incident”). Discovery in this case will likely involve the production of  
8 information and documents related to the justification for any alleged seizure of  
9 Plaintiff, the use of force (if any), the manner in which it was conducted, as well  
10 as any other documents which may be subject to various privileges that would bar  
11 them from public disclosure or filing.

12           This action is likely to involve production of information for which special  
13 protection from public disclosure and from use for any purpose other than  
14 prosecution of this action is warranted and appropriate. Such confidential and  
15 proprietary materials and information may consist of, among other things, CCTV  
16 footage from the location where the Incident took place depicting Plaintiff,  
17 reports and documents related to the Incident, and other information implicating  
18 privacy rights of the parties and/or third parties (such as, without limitation,  
19 medical records or other documents subject to privilege) that is otherwise  
20 generally unavailable to the public, or which may be privileged or otherwise  
21 protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information, to  
23 facilitate the prompt resolution of disputes over confidentiality of discovery  
24 materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their  
27 handling at the end of the litigation, and serve the ends of justice, a protective  
28 order for such information is justified in this matter. It is the intent of the parties



1 that information will not be designated as confidential for tactical reasons and that  
2 nothing be so designated without a good faith belief that it has been maintained in  
3 a confidential, non-public manner, and there is good cause why it should not be  
4 part of the public record of this case.

5  
6 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
7 SEAL.

8 The parties further acknowledge, as set forth in Section 12.3, below, that  
9 this Stipulated Protective Order does not entitle them to file confidential  
10 information under seal; Local Civil Rule 79-5 sets forth the procedures that must  
11 be followed and the standards that will be applied when a party seeks permission  
12 from the court to file material under seal.

13 There is a strong presumption that the public has a right to access judicial  
14 proceedings and records in civil cases. In connection with non-dispositive  
15 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
16 *v. City and County of Honolulu*, [447 F.3d 1172, 1176](#) (9th Cir. 2006), *Phillips v.*  
17 *Gen. Motors Corp.*, [307 F.3d 1206, 1210-11](#) (9th Cir. 2002), *Makar-Welbon v.*  
18 *Sony Electrician.*, [187 F.R.D. 576, 577](#) (E.D. Wis. 1999) (even stipulated  
19 protective orders require good cause showing), and a specific showing of good  
20 cause or compelling reasons with proper evidentiary support and legal  
21 justification must be made with respect to Protected Material that a party seeks to  
22 file under seal. The parties' mere designation of Disclosure or Discovery  
23 Material as CONFIDENTIAL does not—without the submission of competent  
24 evidence by declaration, establishing that the material sought to be filed under  
25 seal qualifies as confidential, privileged, or otherwise protectable—constitute  
26 good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,  
28 then compelling reasons, not only good cause, for the sealing must be shown, and



1 the relief sought shall be narrowly tailored to serve the specific interest to be  
2 protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir.  
3 2010). For each item or type of information, document, or thing sought to be  
4 filed or introduced under seal in connection with a dispositive motion or trial, the  
5 party seeking protection must articulate compelling reasons, supported by specific  
6 facts and legal justification, for the requested sealing order. Again, competent  
7 evidence supporting the application to file documents under seal must be  
8 provided by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable  
10 in its entirety will not be filed under seal if the confidential portions can be  
11 redacted. If documents can be redacted, then a redacted version for public  
12 viewing, omitting only the confidential, privileged, or otherwise protectable  
13 portions of the document, shall be filed. Any application that seeks to file  
14 documents under seal in their entirety should include an explanation of why  
15 redaction is not feasible.

16  
17 2. DEFINITIONS.

18 22.1 Action: *Jeffrey Paul v. Los Angeles County, et al.*  
19 (Case No. 2:25-cv-0008-WLH-E).

20 22.2 Challenging Party: a Party or Non-Party that challenges  
21 the designation of information or items under this Order.

22 22.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 2.4 Counsel: Outside Counsel of Record (including, where necessary,  
27 their support staff).

28 //



1           2.5   Designating Party: a Party or Non-Party that designates information  
2 or items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6   Disclosure or Discovery Material: all items or information,  
5 regardless of the medium or manner in which it is generated, stored, or  
6 maintained (including, among other things, testimony, transcripts, and tangible  
7 things), that are produced or generated in disclosures or responses to discovery in  
8 this matter.

9           2.7   Expert: a person with specialized knowledge or experience in a  
10 matter pertinent to the litigation who has been retained by a Party or its counsel to  
11 serve as an expert witness or as a consultant in this Action.

12           2.8   In-House Counsel: attorneys who are employees of a party to this  
13 Action. House Counsel does not include Outside Counsel of Record or any other  
14 outside counsel.

15           2.9   Non-Party: any natural person, partnership, corporation, association,  
16 of other legal entity not named as a Party to this action.

17           2.10   Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a  
20 law firm which has appeared on behalf of that party, and includes support staff.

21           2.11   Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and  
23 their support staffs).

24           2.12   Producing Party: a Party or Non-Party that produces Discovery  
25 Material in this Action.

26           2.13   Professional Vendors: persons or entities that provide litigation  
27 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
28



1 or demonstrations, and organizing, storing, or retrieving data in any form or  
2 medium) and their employees and subcontractors.

3 2.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL.”

5 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7  
8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the  
15 trial judge. This Order does not govern the use of Protected Material at trial.

16  
17 4. DURATION

18 FINAL DISPOSITION of the action is defined as the conclusion of any  
19 appellate proceedings, or, if no appeal is taken, when the time for filing of an  
20 appeal has run. Except as set forth below, the terms of this protective order apply  
21 through FINAL DISPOSITION of the action. The parties may stipulate that they  
22 will be contractually bound by the terms of this agreement beyond FINAL  
23 CONFIDENTIAL or maintained pursuant to this protective order used or  
24 appellate proceedings, or, if no appeal is taken, when the time for filing of an  
25 appeal has run. Except as set forth below, the terms of this protective order apply  
26 through FINAL DISPOSITION of the action. The parties may stipulate that they  
27 will be contractually bound by the terms of this agreement beyond FINAL



1 DISPOSITION, but will have to file a separate action for enforcement of the  
2 agreement once all proceedings in this case are complete.

3 Once a case proceeds to trial, information that was designated as  
4 CONFIDENTIAL or maintained pursuant to this protective order used or  
5 introduced as an exhibit at trial becomes public and will be presumptively  
6 available to all members of the public, including the press, unless compelling  
7 reasons supported by specific factual findings to proceed otherwise are made to  
8 the trial judge in advance of the trial. *See Kamakana*, [447 F.3d at 1180-81](#)  
9 (distinguishing “good cause “showing for sealing documents produced in  
10 discovery from “compelling reasons “standard when merits-related documents are  
11 part of court record). Accordingly, for such materials, the terms of this protective  
12 order do not extend beyond the commencement of the trial.

13  
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. The Designating Party must designate  
19 for protection only those parts of material, documents, items, or oral or written  
20 communications that qualify so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routine designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to  
26 impose unnecessary expenses and burdens on other parties) may expose the  
27 Designating Party to sanctions.

28 //



1 If it comes to a Designating Party's attention that information or items that  
2 it designated for protection do not qualify for protection, that Designating Party  
3 must promptly notify all other Parties that it is withdrawing the inapplicable  
4 designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided  
6 in his Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
8 protection under this Order must be clearly so designated before the material is  
9 disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
15 contains protected material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly identify the  
17 protected portion(s) (e.g., by making appropriate markings in the margins). The  
18 CONFIDENTIAL legend shall not obscure the contents of any page to which it is  
19 affixed, impede the ability to readily read the page's contents, or appear over any  
20 words contained in the document.

21 A Party or Non-Party that makes original documents available for  
22 inspection need not designate them for protection until after the inspecting Party  
23 has indicated which documents it would like copied and produced. During the  
24 inspection and before the designation, all of the material made available for  
25 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
26 identified the documents it wants copied and produced, the Producing Party must  
27 determine which documents, or portions thereof, qualify for protection under this  
28 Order. Then, before producing the specified documents, the Producing Party



1 must affix the “CONFIDENTIAL legend” to each page that contains Protected  
2 Material. If only a portion or portions of the material on a page qualifies for  
3 protection, the Producing Party also must clearly identify the protected portion(s)  
4 (e.g., by making appropriate markings in the margins).

5 (b) for testimony given in depositions that the Designating Party identify  
6 the Disclosure or Discovery Material on the record, before the close of the  
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary and for  
9 any other tangible items, that the Producing Party affix in a prominent place on  
10 the exterior of the container or containers in which the information is stored the  
11 legend “CONFIDENTIAL.” If only a portion or portions of the information  
12 warrants protection, the Producing Party, to the extent practicable, shall identify  
13 the protected portion(s).

14 5. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
15 failure to designate qualified information or items does not, standing alone, waive  
16 the Designating Party’s right to secure protection under this Order for such  
17 material. Upon timely correction of a designation, the Receiving Party must  
18 make reasonable efforts to assure that the material is treated in accordance with  
19 the provisions of this Order.

20

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
23 designation of confidentiality at any time that is consistent with the Court’s

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be  
27 on the Designating Party. Frivolous challenges, and those made for an improper  
28 purpose (e.g., to harass or impose unnecessary expenses and burdens on other



1 parties) may expose the Challenging Party to sanctions. Unless the Designating  
2 Party has waived or withdrawn the confidentiality designation, all parties shall  
3 continue to afford the material in question the level of protection to which it is  
4 entitled under the Producing Party's designation until the Court rules on the  
5 challenge.

6  
7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that  
9 is disclosed or produced by another Party or by a Non-Party in connection with  
10 this Action only for prosecuting, defending, or attempting to settle this, Action.  
11 Such Protected Material may be disclosed only to the categories of persons and  
12 under the conditions described in this Order. When the Action has been  
13 terminated, a Receiving Party must comply with the provisions of section 13  
14 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a  
16 location and in a secure manner that ensures that access is limited to the people  
17 authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
19 otherwise ordered by the court or permitted in writing by the Designating Party, a  
20 Receiving Party may disclose any information or item designated  
21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
23 as employees of said Outside Counsel of Record to whom it is reasonably  
24 necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the  
26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27 //

28 //



1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and who  
8 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (g) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
12 Action to whom disclosure is reasonably necessary provided:

13 (1) the deposing party requests that the witness sign the form attached as  
14 Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential  
15 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
16 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
17 court. Pages of transcribed deposition testimony or exhibits to depositions that  
18 reveal Protected Material may be separately bound by the court reporter and may  
19 not be disclosed to anyone except as permitted under this Stipulated Protective  
20 Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,  
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23  
24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
25 IN OTHER LITIGATION.

26 If a Party is served with a subpoena or a court order issued in other  
27 litigation that compels disclosure of any information or items designated in this  
28 Action as “CONFIDENTIAL,” that Party must:



1 (a) promptly notify in writing the Designating Party. Such notification  
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order  
4 to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall  
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served  
10 with the subpoena or court order shall not produce any information designated in  
11 this action as “CONFIDENTIAL” before a determination by the court from which  
12 the subpoena or order issued, unless the Party has obtained the Designating  
13 Party’s permission. The Designating Party shall bear the burden and expense of  
14 seeking protection in that court of its confidential material and nothing in these  
15 provisions should be construed as authorizing or encouraging a Receiving Party  
16 in this Action to disobey a lawful directive from another court.

17

18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION.

20 (a) The terms of this Order are applicable to information produced by a  
21 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
22 information produced by Non-Parties in connection with this litigation is  
23 protected by the remedies and relief provided by this Order. Nothing in these  
24 provisions should be construed as prohibiting a Non-Party from seeking  
25 additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28



1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-  
4 Party that some or all of the information requested is subject to a  
5 confidentiality agreement with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated  
7 Protective Order in this Action, the relevant discovery request(s), and a  
8 reasonably specific description of the information requested; and

9 (3) make the information requested available for inspection by the  
10 Non-Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within  
12 14 days of receiving the notice and accompanying information, the Receiving  
13 Party may produce the Non-Party's confidential information responsive to the  
14 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
15 Party shall not produce any information in its possession or control that is subject  
16 to the confidentiality agreement with the Non-Party before a determination by the  
17 court. Absent a court order to the contrary, the Non-Party shall bear the burden  
18 and expense of seeking protection in this court of its Protected Material.

19  
20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

21 If a Receiving Party learns that, by inadvertence or otherwise, it has  
22 disclosed Protected Material to any person or in any circumstance not authorized  
23 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
24 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
25 best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
26 inform the person or persons to whom unauthorized disclosures were made of all  
27 the terms of this Order, and (d) request such person or persons to execute the  
28



1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as  
2 Exhibit A.

3  
4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL.

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other  
8 protection, the obligations of the Receiving Parties are those set forth in Federal  
9 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
10 whatever procedure may be established in an e-discovery order that provides for  
11 production without prior privilege review. Pursuant to Federal Rule of Evidence  
12 502(d) and (e), insofar as the parties reach an agreement on the effect of  
13 disclosure of a communication or information covered by the attorney-client  
14 privilege or work product protection, the parties may incorporate their agreement  
15 in the stipulated protective order submitted to the court.

16  
17 12. MISCELLANEOUS.

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
19 any person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in  
23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
24 any ground to use in evidence of any of the material covered by this Protective  
25 Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
28 may only be filed under seal pursuant to a court order authorizing the sealing of



1 the specific Protected Material at issue. If a Party's request to file Protected  
2 Material under seal is denied by the court, then the Receiving Party may file the  
3 information in the public record unless otherwise instructed by the court.

4  
5 13. FINAL DISPOSITION.

6 After the final disposition of this Action, as defined in paragraph 4, within  
7 60 days of a written request by the Designating Party, each Receiving Party must  
8 return all Protected Material to the Producing Party or destroy such material. As  
9 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
10 compilations, summaries, and any other format reproducing or capturing any of  
11 the Protected Material. Whether the Protected Material is returned or destroyed,  
12 the Receiving Party must submit a written certification to the Producing Party  
13 (and, if not the same person or entity, to the Designating Party) by the 60 day  
14 deadline that (1) identifies (by category, where appropriate) all the Protected  
15 Material that was returned or destroyed and (2) affirms that the Receiving Party  
16 has not retained any copies, abstracts, compilations, summaries or any other  
17 format reproducing or capturing any of the Protected Material. Notwithstanding  
18 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
19 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
20 correspondence, deposition and trial exhibits, expert reports, attorney work  
21 product, and consultant and expert work product, even if such materials contain  
22 Protected Material. Any such archival copies that contain or constitute Protected  
23 Material remain subject to this Protective Order as set forth in Section 4  
24 (DURATION).

25 14. Any violation of this Order may be punished by any and all appropriate  
26 measures including, without limitation, contempt proceedings and/or monetary  
27 sanctions.

28 //



1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2  
3 Dated: March 11, 2025

Respectfully submitted,

4 KIRAKOSIAN LAW,

5 By /s/ Gregory L. Kirakosian

6 Gregory L. Kirakosian

7 Attorney for Plaintiff

8 Jeffrey Paul

9 Dated: March 11, 2025

Respectfully submitted,

10 LAWRENCE BEACH ALLEN & CHOI, PC

11  
12  
13 By /s/ Justin W. Clark<sup>1</sup>

14 Justin W. Clark

15 Shawyane Emadi

16 Attorneys for Defendants

17 County of Los Angeles and

18 Deputy Larry Parks

19  
20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21  
22  
23  
24 DATED: March 12, 2025



25 Charles F. Eick

26 United States Magistrate Judge

27 <sup>1</sup> Pursuant to L.R. 5-4.3.4, the filer of this stipulation attests that all other  
28 signatories listed, and on whose behalf this filing is submitted, concur in the  
filing's content and have authorized the filing.



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on [DATE] in the case of *Jeffrey Paul v. Los  
Angeles County, et al.*, 2:25-cv-00008-WLH-E. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or type  
full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_